

# **Exhibit A**

**United States District Court**  
**Northern District of California**

J-SQUARED TECHNOLOGIES, INC.,  
a Canadian Corporation, and  
J-SQUARED TECHNOLOGIES (OREGON) INC.,  
an Oregon corporation,

v.

MOTOROLA, INC., a Delaware Corporation.

Case Number: 04-960-SLR  
(pending in the United States District Court for the  
District of Delaware)

**SUBPOENA IN A CIVIL CASE**

**TO:** Engineering Solutions – West  
1400 Coleman Avenue, Suite 812  
Santa Clara, CA 95050

☐ YOU ARE COMMANDED to appear in the United States District Court at the place, date and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
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☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):


**See attached Exhibit A.**

PLACE Cozen O'Connor 425 California Street, Suite 2400 San Francisco, CA 94104	DATE AND TIME April 10, 2006
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☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
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Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT) 	DATE <u>3-29-06</u>
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ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Philip A. Fant, Cozen O'Connor, 425 California Street, Suite 2400, San Francisco, CA 94104 (415) 617-6100  
Attorneys for Plaintiffs

Attorney Or Party Without Address (Name and Address)		Telephone		FOR COURT USE ONLY	
PHILIP A. FANT, ESQ. COZEN O'CONNOR 425 California Street, Suite 2400 San Francisco, California 94104		(415) 617-6100			
Attorneys for: <b>PLAINTIFFS</b>		Ref. No. Or File No. <b>W2449570</b>			
Insert name of court, judicial district and branch court, if any:					
UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA					
Plaintiff: <b>J-SQUARED TECHNOLOGIES, INC.</b>					
Defendant: <b>MOTOROLA, INC.</b>					
<b>PROOF OF SERVICE</b>	Date:	Time:	Dept/Div:	Case Number: <b>04-960 SLR (USDC-Delaware)</b>	

I, Michael Weeker, Under penalty of perjury, hereby declare that I am and was on the dates herein mentioned, a Citizen of the United States, over the age of eighteen, and not a party to the within action;

I served the: SUBPOENA IN A CIVIL CASE

in this action by personally delivering to and leaving with the following defendant or person on the date set opposite their respective names, a true copy thereof:

Witness : ENGINEERING SOLUTIONS - WEST

By Serving : DENNIS GAGNE, Owner

Address : 1400 Coleman Avenue, Suite G11 , Santa Clara, California 95050

Date & Time : Wednesday, March 29, 2006 @ 1:00 p.m.

Witness fees were : Not demanded or paid.

Person serving:  
 Michael Weeker  
**Wheels of Justice, Inc.**  
 657 Mission Street, Suite 502  
 San Francisco, California 94105  
 Phone: (415) 546-6000

a. Fee for service:  
 d. Registered California Process Server  
 (1) Employee or independent contractor  
 (2) Registration No.: 617  
 (3) County: Santa Clara  
 (4) Expires:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: March 30, 2006

Signature:   
 Michael Weeker



## **EXHIBIT A**

### **Definitions:**

- A. The terms “you” and “your” refer to Engineering Solutions – West, its predecessors in interest, subsidiaries, parent companies, unincorporated divisions, agents, employees and assigns.
- B. The term “documents” shall be construed in the broadest possible sense, is intended to be comprehensive and include, without limitation, all papers of any kind, all graphically recorded items, and all electronically or magnetically recorded items such as video tapes, audio tapes, and computer or word processing records and any other items, if anything, that can be requested pursuant to Fed. R. Civ. P. 34. The term “documents” includes originals, drafts and all documents that differ in any respect from another version of the same document.
- C. The term “communications” refers to all conversations, correspondence, or contact between two or more persons, whether in person, in writing, by phone, or by any other means.
- D. The term “Motorola” refers to Motorola, Inc. and any and all of its subsidiaries, divisions, employees, distributors, representatives, including, but not limited to the Motorola Computer Group.
- E. The term “Agreement” refers to the Manufacturer Representative Agreement entered into between you and Motorola.

### **Documents to be Produced:**

- 1. All communications between you and Motorola concerning all negotiations leading up to the execution of the Agreement.
- 2. All communications between you and Motorola concerning the expected or represented duration of the relationship created under the Agreement.
- 3. All communications between you and Motorola concerning your performance under the Agreement.
- 4. All communications between you and Motorola concerning your termination or non-renewal under the terms of the Agreement.
- 5. All documents that refer or relate to your presenting a claim for redress against Motorola for its termination or non-renewal of the Agreement.
- 6. Any settlement agreement(s), judgment(s) or other disposition(s) of any claims brought by you against Motorola.

7. All documents that refer or relate to any settlement agreement(s), judgment(s) or other disposition(s) of any claims brought by you against Motorola.
8. All written, recorded or transcribed statements in your possession that refer or relate to the Agreement and/or your performance thereunder.